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1 for them to return to Sears; is that right?

2 A. Yes.

3 Q. So the customers would then bring  
4 that coupon in towards a replacement item;  
5 is that right?

6 A. Yes.

7 Q. So this type of coupon is  
8 specifically presented to one customer by  
9 the service technician; is that right?

10 A. I guess, yes.

11 Q. And that's a copy of the service  
12 coupon?

13 A. It is a copy of it.

14 Q. Now, if you will look with me at  
15 that coupon. It's two pages. The first  
16 page, now this coupon indicates it's \$65  
17 off on a replacement item, correct?

18 A. Yes, ma'am.

19 Q. Okay. And it also indicates that  
20 it's for those who have had a service call  
21 and declined a repair; is that right?

22 A. That's what it say.

23 Q. Okay. Now, at the bottom in the

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1 bottom right-hand corner where there is a  
2 note to the sales associate, do you see  
3 where it says that at the bottom of the  
4 page on the right-hand side?

5 A. Uh-huh.

6 Q. Okay. And at the very bottom, it  
7 says please collect the coupon and destroy  
8 it; is that correct?

9 A. That's what this is saying, yes.

10 Q. Okay. And it also states that it  
11 expires two weeks from the date of the  
12 service receipt; is that correct?

13 A. Where are you at?

14 Q. The same paragraph where there is  
15 a note to the sales associate.

16 A. I see, I see, yeah.

17 Q. It says verify decline service  
18 receipt is dated within two weeks from  
19 today. So it expires two weeks from the  
20 date of the service receipt; is that  
21 correct?

22 A. That's if you're reading them,  
23 yes.

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1 Q. And this also says it's not valid  
2 for use with any other coupons; is that  
3 right?

4 A. Yes.

5 Q. Okay. And it's valid for -- this  
6 particular coupon is valid for home  
7 appliance of 399 or more, correct?

8 A. Yes, ma'am.

9 Q. And it also says any other use of  
10 this coupon constitutes fraud; is that  
11 correct?

12 A. That's if you're reading them.

13 Q. Okay. But that's what it says,  
14 right?

15 A. Okay. I see it here. That's  
16 what the coupon says.

17 Q. It says one coupon per purchase;  
18 is that right?

19 A. Yeah.

20 Q. Okay. Now, on the second page,  
21 is that the bar code that we were talking  
22 about before? There are two bar codes  
23 there, is that right, at the bottom

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1 left-hand corner?

2 A. Yes.

3 Q. And the first bar code, my  
4 understanding is that that's the 10 percent  
5 discount on a protection agreement; is that  
6 right?

7 A. I guess.

8 Q. Okay. And then you don't know or  
9 you guess, you're not sure?

10 A. I didn't ever read it.

11 Q. So you don't know what that bar  
12 code, what you would scan that bar code  
13 for?

14 A. No, my focus was the \$65.

15 Q. So you don't know what the first  
16 bar code stands for?

17 A. If I scan that, I scan the bar  
18 code and it didn't qualify then nothing  
19 would happen.

20 Q. Okay. So you were scanning, you  
21 were looking for the second bar which is  
22 the \$65 discount, correct?

23 A. Right.

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1 Q. And is that number on there  
2 5770200195?

3 A. That's the number, yes.

4 Q. And that indicates that that  
5 would be a \$65 discount on the purchase,  
6 correct?

7 A. What you do is you just scan that  
8 bar code, if that merchandise applies then  
9 it will take it off.

10 Q. Okay. Now, you applied this  
11 coupon to several sales transactions during  
12 your employment at Sears; is that right?

13 A. I'm not going to say that I did.  
14 I don't know.

15 Q. You don't remember if you applied  
16 this service coupon to transactions at  
17 Sears?

18 A. I used it, but I couldn't tell  
19 you without actually seeing the customers  
20 whether I actually ran that or not. Just  
21 because it was in my number doesn't mean  
22 that I ring the sales.

23 Q. Okay. I understand that. But

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1 what I'm asking you is -- you're not  
2 answering my question. What I'm asking you  
3 is: Did you --

4 A. I have used it, yes.

5 Q. -- during your employment at  
6 Sears use this coupon?

7 A. I have used it, yes.

8 Q. Do you know if the customers that  
9 you awarded this discount to had had a  
10 service call?

11 A. I'm not sure.

12 Q. So you don't know if they did or  
13 not?

14 A. I'm not sure.

15 Q. Do you know if the only time that  
16 you gave out this coupon was when a  
17 customer had had a service call and brought  
18 it into the store?

19 A. Repeat that.

20 Q. Do you know if the only time that  
21 you used this service coupon and applied it  
22 to a sale was only when the customers  
23 brought it into the store and had had a

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1 service call?

2 A. No.

3 Q. So you used it other times than  
4 when a customer brought it in and had a  
5 service call?

6 A. Right.

7 Q. And you understood that customers  
8 who hadn't had a service call weren't  
9 eligible for this coupon according to its  
10 terms, correct?

11 A. Well, that was a practice at that  
12 store.

13 Q. But according to the terms of the  
14 coupon, that customer unless they brought  
15 it in and had a service call were not  
16 eligible for it, correct?

17 A. I mean, I didn't ever read the  
18 coupon.

19 Q. Okay. But that's what the coupon  
20 says, correct?

21 A. I didn't never read it.

22 Q. Okay. But we just went over the  
23 coupon and that's what it said, correct?

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1           A.    I mean, I see it today, but I  
2 didn't never read it.

3           Q.    Do you know if you awarded this  
4 discount to customers who purchased an item  
5 under 399?

6           A.    I'm not sure.

7           Q.    Did anyone in management ever  
8 tell you that you were allowed to use the  
9 service coupon for customers who had not  
10 had a service call?

11          A.    Well, they didn't tell us not to  
12 use them either.

13          Q.    Okay. But did anybody ever  
14 specifically tell you that it was okay to  
15 use the service coupon for customers who  
16 had not had a service call?

17          A.    Everybody, all associates in that  
18 department use these coupons. I have  
19 asked, I mean, I've actually seen other  
20 peoples use them.

21          Q.    Okay. Well, Ms. Willis --

22          A.    And if it had been a problem with  
23 us using the coupons, then management

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1 should've told us.

2 Q. Okay. Well, Ms. Willis, we're  
3 going to get into that in a minute. But my  
4 question is: Did anybody in management  
5 ever tell you that it was okay to use this  
6 coupon which is Defense Exhibit 4 in  
7 circumstances when the customer had not had  
8 a service call?

9 A. No, they didn't tell us not to  
10 either.

11 Q. Okay. But did they tell you that  
12 it was okay to use them is what I'm asking.

13 A. They didn't tell us not to.

14 Q. Ms. Willis, you're not answering  
15 my question. Either they did or didn't  
16 tell you. My question is: Did they tell  
17 you that you were permitted to use this  
18 service coupon for customers who did not  
19 have a service call?

20 A. I can't say that they did, no.

21 Q. Now, the coupon says to please  
22 collect and destroy the coupon; is that  
23 correct?

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1 A. That's if you're reading them.

2 Q. Okay. But that's what it says;  
3 is that right?

4 A. Yeah, I seen that today.

5 Q. So when you applied this coupon  
6 to sales, did you destroy it or throw it  
7 away?

8 A. I put it back in the drawer where  
9 it was.

10 Q. But you didn't throw it away?

11 A. No.

12 Q. Did anyone in management tell you  
13 specifically to keep this service coupon  
14 and not throw it away?

15 A. Well, the managers would be in  
16 the register and they didn't move it.

17 Q. Okay. But did anyone ever tell  
18 you in management not to throw away the  
19 service coupon?

20 A. No, they didn't tell me not to  
21 throw it away.

22 Q. Now, did you have an associate  
23 number when you worked at Sears?

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1 A. I did.

2 Q. And what was that number, do you  
3 recall?

4 A. 506063 and 2428.

5 Q. 2428?

6 A. 506063.

7 Q. Okay.

8 A. And 2428.

9 Q. Okay. So you had two?

10 A. Two.

11 Q. And the second one you said was  
12 2428?

13 A. Right.

14 MS. HEMSTREET: Off the record.

15 (Off-the-record discussion.)

16 Q. Do you recall, Ms. Willis, using  
17 Sears' service coupon during the month of  
18 October 2004?

19 A. Yeah, I did use it sometimes.

20 Q. I'm going to show you Defendant's  
21 Exhibit 5.

22 (Defendant's Exhibit No. 5 was

23 marked for identification.)

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1 Q. Okay. Have you ever seen those  
2 before?

3 A. The register receipts or the --

4 Q. The associates summary, have you  
5 seen those --

6 A. Oh, yeah.

7 Q. -- seen those particular ones  
8 before?

9 A. Yeah.

10 Q. Do you recall seeing these  
11 before, Ms. Willis?

12 A. Oh, yeah.

13 Q. Okay. Now, associate summaries,  
14 tell who the associate is and the  
15 customer's last name, is that right? And  
16 the date of the transaction and the sales  
17 check number.

18 A. Well --

19 Q. And also the reduction amount; is  
20 that right?

21 A. Repeat that.

22 Q. Okay. The associate summaries.

23 A. Okay.

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1 Q. If you look at the first page.

2 A. Uh-huh.

3 Q. This top typed portion.

4 A. I know what you're saying.

5 Q. Not the receipt-looking thing,

6 but the typed portion, that's an associate  
7 summary; is that correct?

8 A. Well, that's the associate  
9 number.

10 Q. Right. But this whole thing is  
11 an associate summary, it's labeled  
12 associate summary at the top; is that  
13 right?

14 A. Right.

15 Q. Okay. Just so we're on the same  
16 page, what I'm going to refer to as the  
17 associate summary is this top typed portion  
18 here excluding the receipt-looking thing  
19 that's copied onto it at the bottom. Do  
20 you see that?

21 A. I see that. But I also see that  
22 associate number which don't mean that  
23 associate ring that.

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1           Q.     Okay. Well, basically what I'm  
2     asking you is that if I talk about the  
3     associate summary while we go through these  
4     documents --

5           A.     Okay.

6           Q.     So just you and I are on the same  
7     page, it's this typed portion, correct?

8           A.     Okay.

9           Q.     Okay. Now, that typed portion,  
10    the top portion of the first page of  
11    Exhibit 5, that shows the sales check  
12    number; is that right?

13          A.     Right.

14          Q.     Okay. The date of the  
15    transaction; is that right?

16          A.     Right.

17          Q.     The customer's last name?

18          A.     Right.

19          Q.     Okay. The total amount?

20          A.     Right.

21          Q.     A reduction amount which is the  
22    total reduction that was given in that  
23    transaction; is that right?

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1 A. Right.

2 Q. And then also at the top which  
3 you were pointing out, it has an associate  
4 number, correct?

5 A. Right.

6 Q. Okay. Now, your associate number  
7 you said was 2428?

8 A. Uh-huh.

9 Q. Is that right?

10 A. Uh-huh.

11 Q. Okay. Now, looking at this  
12 document, this first page which I'm going  
13 to refer to them by the Bates stamp numbers  
14 down at the bottom in the right-hand  
15 corner. Do you see where it says produced  
16 by defendant?

17 A. Right.

18 Q. Okay. So Document 116, do you  
19 see that?

20 A. Yes.

21 Q. Okay. Now, the sales check  
22 number ending in 0071, do you see that for  
23 customer Moto?

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1           A.     Yes.

2           Q.     Now, the journal tape that's  
3     printed out on the bottom, that shows that  
4     the coupon ending in 00195 was used in  
5     that transaction; is that right?

6           A.     Let me see where -- okay. I see  
7     it, yeah.

8           Q.     Okay. And a discount was given  
9     using that coupon of \$65; is that right?

10          A.     Yes.

11          Q.     Okay. And down at the bottom of  
12     that receipt, it shows associate number  
13     2428 conducted that transaction; is that  
14     right?

15          A.     Well, no.

16          Q.     Well, that's --

17          A.     Just because associate 2428 is on  
18     there, that doesn't mean that she ring  
19     that.

20          Q.     Okay. But 2428 is your number?

21          A.     It is on here, but that doesn't  
22     mean that I am ringing this.

23          Q.     Okay. But that's what it

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1 indicates; is that correct?

2 A. Well, that was any associate  
3 number. But it still don't mean that I  
4 rang the sale.

5 Q. Do you recall if you rang the  
6 sale?

7 A. I don't.

8 Q. But that is your associate number  
9 correct?

10 A. That's my number.

11 Q. Now, do you know if that customer  
12 had a service call?

13 A. I don't even know whether I rang  
14 the sale.

15 Q. Okay. But do you know if that  
16 customer had a service call?

17 A. I don't even know the customer.

18 Q. But do you know if that customer  
19 received a service call?

20 MR. MCINTYRE: Objection, it's  
21 asked and answered.

22 MS. HEMSTREET: Robin, she wasn't  
23 answering my question.

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1 A. I don't know.

2 Q. Okay. Thank you. Now, if you'll  
3 look at document 00120.

4 A. Okay.

5 Q. 120, 120, it's just the next  
6 couple of pages over. Okay. Now, at the  
7 top of that associate summary, it gives the  
8 associate number 2428; is that right?

9 A. Yes.

10 Q. Okay. And it shows that on sales  
11 check number ending in 0343 on 10/22/04  
12 there was a \$65 discount given; is that  
13 right?

14 MR. MCINTYRE: Just a moment.

15 She's got to get on the right page, back  
16 up.

17 MS. HEMSTREET: We're on produced  
18 by defendant 120.

19 MR. MCINTYRE: This is it.

20 MS. HEMSTREET: Yeah, that's it.

21 A. Okay. You say 03?

22 Q. Transaction ending in 0343  
23 customer Youngblood.

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1           A.     Youngblood, okay.

2           Q.     Now, do you see that there is a  
3     \$65 reduction; is that right?

4           A.     I see it, yes.

5           Q.     Now, the journal tape shows a \$65  
6     reduction with coupon number ending in  
7     00195; is that right?

8           A.     Yes.

9           Q.     Okay. And is that the same  
10    coupon, same bar code that's on the service  
11    coupon?

12          A.     That's what's on this paper.

13          Q.     Okay. So that indicates that a  
14     \$65 reduction was used giving the service  
15    coupon, correct?

16          A.     That's what's on here.

17          Q.     Okay. Now, also on that receipt  
18     it shows that it was the associate number  
19     of 2428; is that right?

20          A.     That's the number.

21          Q.     Do you know if this customer had  
22     a service call?

23          A.     I don't know the customer.

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1 Q. So you don't know if they had a  
2 service call?

3 A. I don't know the customer.

4 Q. So this particular --

5 A. I would be wrong if I sat here  
6 and told you that I didn't know whether  
7 this customer had a service call because I  
8 don't even know who the customer is.

9 Q. Okay.

10 A. I don't even know whether I even  
11 ring this sale.

12 Q. Okay. Do you recall ringing the  
13 sale?

14 A. How would I know?

15 Q. I'm just asking do you recall the  
16 sale.

17 A. I don't know.

18 Q. Okay.

19 A. I don't know Youngblood. I was  
20 Sears top sales person and I would be lying  
21 if I sat here and told you that I knew who  
22 this person was. If she looked me in my  
23 face right, I probably wouldn't know her.

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1           Q.     So you don't recall ringing the  
2     sale and you don't know if this person had  
3     a service call; is that right?

4           A.     I don't know the person.

5           Q.     So, therefore, you don't know if  
6     they had a service call?

7           A.     I don't know.

8           Q.     Thank you. Now, if you look at  
9     document produced by defendant 123, the  
10    associate summary. Are we on the same  
11    page?

12          A.     Uh-huh, uh-huh.

13          Q.     Okay. Sales check ending in  
14    20105 on date 10/5/04. That indicates that  
15    there was a \$65 reduction given; is that  
16    right?

17          A.     It's on here, yes.

18          Q.     Okay. And if you look at the  
19    journal tape which is on the next page,  
20    that indicates that that reduction was  
21    given using coupon 00195 which is the  
22    service coupon; is that right?

23          A.     I see it on this paper, yes.

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1 Q. Okay. And that was rung up under  
2 associate number 2428; is that right?

3 A. That's the number they got down  
4 here.

5 Q. Okay. Do you know if this  
6 customer had a service call?

7 A. I don't know the customer.

8 Q. Okay. Do you recall ringing up  
9 the sale?

10 A. I don't.

11 Q. So you don't know if you did or  
12 not?

13 A. I don't.

14 Q. If you look under document 127,  
15 the associate --

16 A. Okay.

17 Q. The associate number at the top  
18 is 2428. And the sales check number for  
19 customer Hand ending in 0157.

20 A. Okay.

21 Q. And the journal tape shows a \$65  
22 reduction using the service coupon or the  
23 bar code attached to the service coupon; is

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1 that right?

2 A. That's what they got on here.

3 Q. Okay. And that was under

4 associate number 2428; is that right?

5 A. That's the number that's on here,  
6 yes.

7 Q. Now, if you look at 131, which is  
8 the next page.

9 A. Okay.

10 Q. Customer Macon, the date of the  
11 transaction was 10/11/04 sales check  
12 ending in 0262.

13 A. Okay.

14 Q. And the reduction amount was \$65;  
15 is that right?

16 A. Yes.

17 Q. And the journal tape shows a \$65  
18 reduction with the service coupon; is that  
19 right?

20 A. That's what they got on the  
21 sheet, yes.

22 Q. Okay. And it's associate number  
23 2428; is that right?

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1 A. That's the number.

2 Q. Okay. Do you know if this person  
3 had a service call?

4 A. I don't know these people. So it  
5 wouldn't be no different than me and you  
6 today. I don't know them.

7 Q. Do you recall if you rang the  
8 sale?

9 A. I don't recall that either.

10 Q. Okay. If you look at 132,  
11 document number 132.

12 A. I got it.

13 Q. Customer Turner, sales check  
14 ending in 0239 on 10/14, there is a \$65  
15 reduction; is that right?

16 A. That's what they have on this  
17 sheet.

18 Q. Okay.

19 A. Yes.

20 Q. If you look on the journal tape,  
21 it shows that it was rung under associate  
22 2428; is that right?

23 A. That's what they got on this

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1 sheet of paper, yes.

2 Q. Okay. There was a \$65 reduction  
3 using a service coupon; is that right?

4 A. That's what they got down here.

5 Q. And, again, do you know if this  
6 customer had a service call?

7 A. I don't know the customer.

8 Q. Okay. Do you recall ringing this  
9 sale?

10 A. I don't.

11 Q. Now, if you look at document 134,  
12 customer Cummings, sales check ending in  
13 20225.

14 A. I see it.

15 Q. Okay. The associate number on  
16 the associate summary is 2428; is that  
17 right?

18 A. Yes, that's what's on here.

19 Q. Okay. And on the second page of  
20 one or on the page behind that, 135, it  
21 indicates that there is a \$65 reduction  
22 using the service coupon in that  
23 transaction; is that right?

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1           A.    Let me see where they have it  
2 highlighted, yes.

3           Q.    And that's 2428 was the associate  
4 number?

5           A.    That's the number.

6           Q.    Okay. Do you know if you rang  
7 this sale?

8           A.    I really don't.

9           Q.    Do you recall using a service  
10 coupon here?

11          A.    I don't even know the customer.

12          Q.    Okay. Do you know if the  
13 customer had a service call?

14          A.    I don't know the customer.

15          Q.    So you don't know if they had a  
16 service call?

17          A.    I don't know who it is. I mean,  
18 just looking at this, it's not telling me  
19 who the customer is. I couldn't tell you  
20 that I sit here and ring this stuff because  
21 I don't know. All of the associates ring  
22 in other associate's number. So I'm not  
23 going to sit here and own up to something

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1 that I don't know whether I did or not.

2 Q. Do you know if this customer had  
3 a service call?

4 A. I don't even know who the  
5 customer is.

6 Q. Okay. So therefore you don't  
7 know --

8 A. I don't know.

9 Q. Okay. Thank you. Now, document  
10 number 137, the first customer Eden, the  
11 transaction was on 10/14/04. The sales  
12 check number ending in 0313. There is a  
13 \$65 reduction. And if you look on page  
14 138, the journal tapes show that that  
15 reduction was given using the \$65 service  
16 coupon; is that right?

17 A. That's what's on this sheet.

18 Q. Okay. And it was rung under  
19 associate number 2428; is that right?

20 A. That's what they have on here.

21 Q. And that's your number; is that  
22 right?

23 A. That was my number, but that

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1 don't mean I rang the sale.

2 Q. Okay. Do you know if this  
3 customer had a service call?

4 A. I don't even know who the  
5 customer is.

6 Q. So you don't know if they had a  
7 service call?

8 A. I don't even know who it is. So  
9 I can't say whether they had a service  
10 call.

11 Q. Okay. Do you recall ringing the  
12 sale?

13 A. I don't know the customer.

14 Q. Okay. So you don't recall  
15 ringing the sale?

16 A. I can't say that I did or didn't,  
17 I don't know.

18 Q. Now, if you look at document 139.  
19 Customer Bryant, there is a \$65 reduction  
20 given there; is that right?

21 A. Yes.

22 Q. Okay. And the journal tape shows  
23 that it was done with a service coupon; is

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1 that right?

2 A. That's what it shows, yes.

3 Q. Okay. And it was under associate  
4 number 2428; is that right?

5 A. Yes.

6 Q. Okay. Do you know if this  
7 customer had a service call?

8 A. I don't know.

9 Q. Do you know if you rang up the  
10 sale?

11 A. I don't even know -- I don't know  
12 any of these peoples. These peoples are --  
13 I don't know them. They're just customers  
14 coming in, I don't know them.

15 Q. Now, document 140, same thing.

16 Customer Moto, there is a \$65 reduction; is  
17 that right?

18 A. That's what it says.

19 Q. Okay. Now, looking at the  
20 journal tape, it shows that a \$65 reduction  
21 was given with the service coupon; is that  
22 right?

23 A. That's what it says, yes.

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1           Q.    Okay.  And it's under associate  
2    number 2428; is that right?

3           A.    Yes, that's what's on this paper.

4           Q.    Okay.  Again, do you know if that  
5    customer had a service call?

6           A.    I don't know them.

7           Q.    Do you know if you rang the sale?

8           A.    I honestly don't.

9           Q.    Document number 141, associate  
10    summary shows the last customer on there  
11    customer Wilson with a sales check ending  
12    in 0022.  There is a \$65 reduction given  
13    there; is that correct?

14          A.    That's what it have in writing  
15    here.

16          Q.    Okay.  Now, the journal tape  
17    associated with that transaction which is  
18    on page 142 shows that the \$65 reduction is  
19    given using the service coupon; is that  
20    right?

21          A.    Yes, yes.

22          Q.    Okay.  And that was under  
23    associate number 2428; is that right?

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1 A. That's what's written down here.

2 Q. Okay. So a service coupon was  
3 used to give that reduction?

4 A. Yeah.

5 Q. Okay. Do you know if that  
6 customer had a service call?

7 A. I don't know any of these  
8 peoples.

9 Q. Okay. Do you know if that  
10 particular customer had a service call?

11 A. I don't. I don't even know her.

12 Q. Do you recall ringing the sale?

13 A. No.

14 Q. Now, document number 151,  
15 customer Sellers, do you know that  
16 customer?

17 A. I don't know any of these  
18 peoples.

19 Q. Okay. Do you know if they had a  
20 service call?

21 A. Sellers, I don't know.

22 Q. Okay. Now, if you look on the  
23 journal tape associated with that

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1 transaction, it shows that a reduction was  
2 given using the \$65 service coupon; is that  
3 right?

4 A. You said Sellers?

5 Q. That's right.

6 A. Okay. Okay. Yeah, I see that  
7 now, yes.

8 Q. Okay. And it was under associate  
9 number 2428; is that right?

10 A. It's under that number. But just  
11 because it's under that number doesn't mean  
12 I ring it.

13 Q. Okay. Do you recall ringing it?

14 A. I don't.

15 Q. Okay. Do you know if that  
16 customer had a service call?

17 A. I don't know the customer.

18 Q. So you don't know if they had a  
19 service call?

20 A. I don't.

21 Q. Okay. Now, same thing with  
22 Youngblood on there, it shows on that  
23 associate summary on 151 that they were

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1 given a \$65 discount, correct?

2 A. That's what they have down here.

3 I thought we covered Youngblood before. I  
4 mean, I don't know these peoples.

5 Q. I understand.

6 A. I really don't.

7 Q. Now, on the journal tape  
8 associated with Youngblood's transaction,  
9 it shows a \$65 discount was given with the  
10 service coupon; is that right?

11 A. Yes.

12 Q. And that was under associate  
13 number 2428?

14 A. Yes.

15 Q. Now, on document number 155,  
16 customer Berry, sales check ending in 0440.

17 A. Well, I was looking at this  
18 because you've got Youngblood on here two  
19 times.

20 Q. Is that the same transaction  
21 sales check number?

22 A. The address is the same so it's  
23 got to be the same person.

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1           Q.     Sure, but is it the same  
2     transaction? Tell me what number -- which  
3     ones you're comparing, what numbers you're  
4     comparing.

5           A.     152 and 120, I knew I had seen  
6     that name before.

7           Q.     But these transactions are on  
8     different dates, correct?

9           A.     Let's see. The one here is the  
10    26th. One on the 25th and one on the 26th.

11          Q.     Okay. And they're actually  
12    different sales check numbers, so they're  
13    different transactions, right?

14          A.     Wait a minute, that's a  
15    refrigerator. It's in forty-six too.  
16    That's a refrigerator, division forty-six  
17    is refrigeration, so both of them are  
18    refrigerators.

19          Q.     Okay. But they're different  
20    sales check numbers; is that right?  
21    They're different transactions, if you look  
22    at -- and on different dates.

23          A.     A day apart.

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1 Q. Well, one was on the 25th and the  
2 other one was on the 22nd; is that right?

3 A. I don't see it on here.

4 Q. It's on the associate summary.

5 A. Oh, the 22nd, okay. I knew I had  
6 seen that before. See, but that's what I'm  
7 saying, I can't honestly sit here and tell  
8 you I ring up any of this stuff because I  
9 would be lying. I don't know. I just  
10 noticed the Youngblood.

11 Q. Okay. Now, customer Berry on  
12 155.

13 A. Okay.

14 Q. Now, they were given a \$65  
15 discount; is that correct?

16 A. That's what they have on this  
17 paper.

18 Q. Okay. And the journal tape entry  
19 associated with that transaction shows a  
20 \$65 reduction using the service coupon; is  
21 that right?

22 A. Yeah, and they got it on here.

23 Q. Okay. Do you know if that

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1 customer had a service -- if that customer  
2 had a service call?

3 A. I don't.

4 Q. Do you recall if you rang up the  
5 sale?

6 A. I don't even know Harvel Berry.

7 I don't know this person.

8 Q. So you don't know if you rang it  
9 up yourself?

10 A. I don't know any of these  
11 peoples, I don't, I really don't.

12 Q. Now, sales check number 0077 on  
13 document 159, customer Brackin.

14 A. Okay.

15 Q. They were given a \$65 discount,  
16 is that correct, on 10/02/04?

17 A. That's what they got on here.

18 Q. Okay. And the journal tape shows  
19 on page 160 that a \$65 reduction was given  
20 using the service coupon; is that right?

21 A. That's what's on this sheet of  
22 paper.

23 Q. Okay. And it was under associate

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1 number 2428; is that right?

2 A. It's under that associate number.

3 Q. Do you know if this customer had  
4 a service call?

5 A. I don't know the customer.

6 Q. So you don't know if they had a  
7 service call?

8 A. I don't know the customer.

9 Q. So do you know if they had a  
10 service call or not?

11 A. I can't tell you that, I don't  
12 know them.

13 Q. Okay. Do you recall ringing the  
14 sale?

15 A. I don't know customer Brackin.

16 Q. So you don't recall ringing the  
17 sale?

18 A. I don't even know who this person  
19 is. Now, if we didn't ring in other  
20 associate's numbers, then yes, I could  
21 vouch for yes, I ring these. But all the  
22 associates ring in other associate's  
23 numbers. So why would I sit here and tell

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1 you that I ring this when I might not have.

2 Q. Okay. But you don't know if you  
3 did or not?

4 A. I don't.

5 Q. Okay. But it was under your  
6 associate number; is that correct?

7 A. It's my number, but that don't  
8 mean I ringed it.

9 Q. Okay. But you recall using the  
10 service coupon in the month of October?

11 A. Yeah, I have used it.

12 Q. And you don't know if those  
13 people had service calls that you used them  
14 for; is that right?

15 A. Well, even on here some of them  
16 said that that person had service calls.  
17 So I would be wrong to sit here and tell  
18 you --

19 Q. When you say on here, are you  
20 referring to the notes made?

21 A. On one of the ones, it said that  
22 customer did have a service call.

23 Q. Okay. Do you know who made those

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1 notes?

2 A. I don't know. This is my first  
3 time seeing this.

4 Q. You don't know if they were made  
5 by Terry Gandy during the course of the  
6 investigation?

7 A. I don't know what he did.

8 Q. Okay. But you admit to using the  
9 coupon when you didn't know if customers  
10 had a service call or not; is that correct?

11 A. I have used it, yes.

12 Q. And you didn't know that the  
13 customers had a service call when you used  
14 it?

15 A. You're asking me --

16 Q. In other words, Ms. Willis, when  
17 you used -- at times when you used this  
18 coupon, you used it at times when the  
19 customer didn't have a service call; is  
20 that right?

21 A. I have, yes.

22 Q. Okay.

23 A. And management was well aware of

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1 it.

2 Q. Now, the journal tapes that we  
3 looked at, those are stored in the register  
4 for thirty days; is that right? Well, at  
5 the time of your termination, they were  
6 stored in the register for thirty days  
7 about; is that right?

8 A. Well, a journal tape, yes.

9 Q. Okay.

10 A. They only have a thirty-day  
11 memory. But they could've gone in the  
12 local system and went back as far as six  
13 months to a year.

14 Q. When you say local systems, what  
15 do you mean by that?

16 A. The computer, pull up all the  
17 customer's information.

18 Q. Okay. Do you know --

19 A. All the different sales  
20 associate's sales --

21 Q. Do you know if the journal tapes  
22 are stored in the local systems?

23 A. Yeah, I mean, it's these things,

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1 this is what you would pull up right here.

2 And it could go back six months to a year.

3 Q. Tell me what things you're  
4 referring to when you say, the associate  
5 summaries?

6 A. Right, the summaries.

7 Q. But not the journal tapes?

8 A. Not the journal tapes.

9 Q. Okay. The associate summaries  
10 are stored for six months, correct?

11 A. For six months. But they're  
12 supposed to take the journal tape off the  
13 register every night. So there is ways for  
14 them to go back.

15 Q. Do you know if they were doing  
16 that at the registers in appliances at the  
17 time you were terminated?

18 A. They was.

19 Q. Taking the journal tapes off?

20 A. They were supposed to have been.

21 Q. Okay. Do you know if they were?

22 A. I'm not really sure. But I know  
23 that that register was still set up so that

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1 you could take the register tape off.

2 Q. But do you know if they were  
3 doing that and if Sears was actually  
4 storing them?

5 A. They should've been if they were  
6 following Sears' policy, they should have  
7 been.

8 Q. Where does it say that they need  
9 to pull off the journal tapes and store  
10 them?

11 A. If I close that night, that was  
12 one of the things that I would have to do,  
13 turn in the tape too.

14 Q. Okay. But you don't know if  
15 other associates were doing that; is that  
16 right?

17 A. No, I don't.

18 Q. And you hardly ever closed; is  
19 that right?

20 A. Hardly ever. But the same  
21 information they have on the register tape,  
22 they have in the associate summary, same  
23 information.

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1           Q.    Okay. Well, let me let me ask  
2    you -- let's look at an associate summary  
3    then. Does it tell you the bar code on the  
4    associate summary of what coupon was used?

5           A.    Well, not in this information.

6    But if they printed it out, they could get  
7    this here off of the --

8           Q.    Journal tapes?

9           A.    -- off the journal tapes.

10          Q.    But the journal tapes are erased  
11        after thirty days, correct?

12          A.    Huh?

13          Q.    The journal tapes are gone after  
14        thirty days unless somebody pulls them at  
15        the time of the sale; is that right?

16          A.    I'm not really sure about that.

17          Q.    Okay. But you see that there  
18        isn't any indication of what coupon was  
19        used on the associate summary; is that  
20        right? It just gives you the total  
21        reduction amount, it doesn't tell you what  
22        coupon was used, is that right, on the  
23        associate summary?

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1           A.    Well, that's what this is saying.

2           Q.    Okay.

3           A.    But it really depends on what  
4    they're looking for or if they were looking  
5    for anybody else's. Just like they found  
6    this information that's supposed to have  
7    been under my number, if they had wanted  
8    to, they would've given you a list of  
9    everybody in that department for the past  
10   six months with that same information.

11          Q.    Now, do you know if other people  
12    were investigated?

13          A.    You know what, I don't know. I  
14    just know that I was the first one they  
15    said that they investigated. And the day  
16    that they investigated me was the day I was  
17    terminated.

18          Q.    Okay. So you don't know if  
19    others were investigated or not?

20          A.    I really don't know. Because if  
21    they had truly been investigated, they  
22    wouldn't be there either if they was going  
23    to follow the company policy.

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1 Q. And, again, the associate summary  
2 doesn't show you what coupons were used to  
3 give the reduction; is that right?

4 A. No, it don't show. But what it  
5 does show, you see that \$65, that was the  
6 only \$65 coupon that they could have used.

7 Q. Delivery wasn't \$65, out of area  
8 delivery wasn't \$65 at that time?

9 A. Out of area, yes. Depending on  
10 where they were going. I think the basic  
11 delivery charge at the time was \$50.

12 Q. Okay. Now, at the end of October  
13 of 2004 -- well, let me back up. In  
14 October of 2004, who was your immediate  
15 supervisor, was that John Lawry?

16 A. Yes.

17 Q. And he was the hard line  
18 supervisor; is that right?

19 A. Yes.

20 Q. Now, the lost prevention manager  
21 at the time was Terry Gandy; is that right?

22 A. Yes.

23 Q. Okay. And the SGM was Kenny

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1 Reese; is that correct?

2 A. Right.

3 Q. And Byron Mason was the soft  
4 lines lead; is that right?

5 A. Yes yes.

6 Q. And Byron, he's African American,  
7 correct?

8 A. Right.

9 Q. And the others are white; is that  
10 right?

11 A. Right.

12 Q. Now, at the end of October, do  
13 you recall John Lawry coming up to you and  
14 asking you if you had given a customer, I  
15 think his name was Strickland, free  
16 delivery?

17 A. I do.

18 Q. What did he say to you?

19 A. He asked me why didn't Mr.  
20 Strickland pay for delivery. I explained  
21 to him that I had talked with the delivery  
22 guy.

23 Q. Do you remember who that was?

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1           A.    Fred, he was working for Joel  
2   Smith.  And --

3           Q.    Fred, do you know his last name,  
4   I'm sorry?

5           A.    I don't know his last name.

6           Q.    Okay.

7           A.    Joel Smith would know.  When I  
8   talked with him, he told me that --

9           Q.    Who is he?

10          A.    Fred.

11          Q.    Okay.

12          A.    The guy that was working with him  
13   had a class at 6 o'clock, so he wouldn't be  
14   able to deliver the refrigerator by  
15   himself.  So when I went back to the store  
16   to tell the customer, I told him that I had  
17   to have the -- had to have him on the load  
18   sheet by 4 o'clock.  If he wasn't on the  
19   load sheet by 4 o'clock then they wouldn't  
20   be able to deliver his refrigerator.  So he  
21   told me he was going to leave and go and  
22   try to get his brother-in-law to pick up  
23   his refrigerator.  And that's what happened

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1 there. I told him he had until 9 o'clock  
2 that night to bring me in the money or else  
3 it wouldn't be delivered. Because it would  
4 be easier for me to take it off the load  
5 sheet than it would be to not have him on  
6 there.

7 Q. So you actually entered him on  
8 the load sheet?

9 A. I entered him on the load sheet.

10 Q. Okay. So you had scheduled  
11 delivery; is that right?

12 A. I scheduled delivery, but he  
13 needed to have that money in there to me  
14 before 9 o'clock. But he came in at 8  
15 o'clock and picked up his refrigerator.

16 Q. Okay.

17 A. And I told Mr. Lawry that.

18 Q. Okay. Do you know if Mr. Smith  
19 complained to Sears that you were trying to  
20 give customer Strickland free delivery?

21 A. I don't believe he did.

22 Q. Do you know if he did?

23 A. No. They never brought it to my

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1 attention. When I heard anything about  
2 delivery, it was Mr. Strickland and I told  
3 Mr. Lawry then what had happened. Of all  
4 the customers that I dealt with in a day,  
5 if delivery was a problem, it would be more  
6 than one customer.

7 Q. Okay. So you don't know if Joel  
8 Smith --

9 A. I don't believe he did.

10 Q. But do you know if he did?

11 A. I don't. Because I didn't even  
12 talk with Joel Smith about the sale. It  
13 was the guy that worked with him.

14 Q. Now, giving free delivery, that's  
15 that violation of Sears' unauthorized  
16 discount policy; is that right?

17 A. Yeah.

18 Q. And the out-of-area delivery fee  
19 was \$65 at that point; is that right?

20 A. The guy didn't live out of the  
21 area, the guy lived in Opelika.

22 Q. Okay. Well, my question is the  
23 out of area fee was \$65 at that point?

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1 A. I don't know.

2 Q. You don't know?

3 A. I don't know. But Mr. Strickland  
4 lived in Opelika, so that would've been  
5 local delivery, which would've been \$50.

6 Q. Now, do you recall around that  
7 time Terry Gandy and John Lawry approached  
8 you and asked you about the correct  
9 procedures regarding the coupon and whether  
10 to disregard them or turn them in or what  
11 associates were supposed to do with them?

12 A. He asked me what was the  
13 procedure, yes.

14 Q. Okay. And when was that, do you  
15 know?

16 A. November 1st.

17 Q. And what did you tell him?

18 A. I told him it was my  
19 understanding that you were supposed to  
20 throw them away. I said but you know that  
21 wasn't happening. Because he was using  
22 them, so he knew it wasn't happening.

23 Q. Okay. Then on that same day you

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1 met with Terry Gandy and Nina Fitzwater, is  
2 that correct, about misusing the service  
3 coupon?

4 A. Yes.

5 Q. Okay. Did they ask you to  
6 explain during that meeting why the service  
7 coupons had been used on so many sales when  
8 the customer didn't receive a service call?

9 A. They did and I told them the same  
10 thing that I'm telling you. I don't even  
11 know whether I rang the sales. I told him  
12 that he could've ringed them for all I  
13 knew. He used to be a sales associate, he  
14 knew how it worked.

15 Q. So you told him you didn't know  
16 if you had rung the sales?

17 A. Right.

18 Q. Anything else you said during  
19 that meeting?

20 A. And I told him I said that if I  
21 used any of them, it was -- management was  
22 aware of it. So are you going to fire the  
23 whole store.

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1 Q. Anything else that you said  
2 during that meeting?

3 A. Well, no. He told me I could go  
4 back to the floor and not to discuss -- not  
5 to discuss it with anybody because that  
6 would be grounds for termination. And I  
7 told him that you could be terminated for  
8 anything around this place. And I went  
9 back to the floor.

10 Q. Okay. Anything else that you  
11 recall that was said during that meeting?

12 A. Not that I'm aware of.

13 Q. Did you write a statement?

14 A. No.

15 Q. During that meeting?

16 A. No, not that I can remember. I  
17 think if I wrote anything, it was what he  
18 said. I don't think I did.

19 Q. You didn't write a statement  
20 saying that you've been told the \$65 coupon  
21 from service is only to be used for  
22 customers bringing them in after a repair?

23 A. That's what he said and that's

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1 what I wrote down there.

2 Q. Okay. Let me mark this as  
3 Defense Exhibit 6.

4 (Defendant's Exhibit No. 6 was  
5 marked for identification.)

6 A. Terry Gandy said that and that  
7 was what I wrote.

8 Q. Okay. Is that the statement that  
9 you wrote?

10 A. See, you can see the date,  
11 11/1/04, that's what he said. And that's  
12 what I wrote down there.

13 Q. Okay. So you wrote down that  
14 you've been told that the \$65 coupon from  
15 service is only to be used if a customer  
16 brings them in after a repair has been done  
17 on the merchandise?

18 A. Terry said it and that's what I  
19 wrote down. But I told him this on the  
20 floor. That, you know, that was -- well,  
21 uh-uh, he asked me about coupons. He  
22 didn't ask me about \$65, he asked me about  
23 coupons.

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1 Q. You had an opportunity to write a  
2 statement, is that right, in the meeting?

3 A. Oh, yeah.

4 Q. And that is the statement that  
5 you wrote; is that right?

6 A. I jotted down what he was saying.  
7 That's what he was talking about.

8 Q. Okay. You didn't write anything  
9 in there about that you may not have rung  
10 the sales?

11 A. I told him.

12 Q. Okay. But you didn't write  
13 anything in your statement about that, did  
14 you?

15 A. I wasn't giving him one. Because  
16 see, I knew that was a just a bunch of  
17 bologna.

18 Q. Okay. But you didn't include  
19 that in your statement, did you?

20 A. No. This is what he said right  
21 here and that was what I wrote. This is  
22 what he was telling me and I wrote that  
23 down there.

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1           Q.     Okay.   But you had an opportunity  
2     to write a statement as to your position,  
3     correct?

4           A.     Yeah, I could've written one.

5           Q.     Okay.   And you didn't make any  
6     statements in Defense Exhibit 6 that  
7     management was aware that these service  
8     coupons were being used like this, did you?

9           A.     I didn't even write a statement.  
10     What I wrote down was what he had told me,  
11     that was what I wrote down.

12          Q.     So you opted -- what you're  
13     telling me is that opted not to write  
14     anything else but what's in Defense Exhibit  
15     6; is that right?

16          A.     Right, because I didn't even know  
17     that these people was getting ready to  
18     terminate me. I didn't know that. Because  
19     I felt at that time I hadn't done anything.  
20     When I found out I was getting ready to be  
21     terminated was when Kenny Reese called me  
22     in his office. I didn't have a clue that  
23     this is what was happening.

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1           Q.    So you didn't provide any  
2    explanation to them when they asked you why  
3    they were giving you -- why you were giving  
4    out the service coupons to customers who  
5    weren't eligible for them?

6           A.    It's just like I'm telling you, I  
7    could not honestly sit here and say that I  
8    even ring this stuff. I told Terry, I said  
9    for all I knew, you could've ringed it. It  
10   would've been just as easy for him or Kenny  
11   to it as it would have been for me. Our  
12   associate numbers was not a secret. Every  
13   associate there knew our numbers.

14           Q.    Now, you said after you met with  
15    Terry and Nina, you met on the same day  
16    with Terry and Kenny; is that right?

17           A.    Yeah, about three or four hours  
18    later.

19           Q.    Okay.

20           A.    Then Kenny called me to his  
21    office.

22           Q.    Okay. And you understood during  
23    that meeting that Sears was terminating you

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1 for unauthorized discounts using the  
2 service coupon; is that right?

3 A. That was what Kenny told me.

4 Q. Okay. Anything else that was  
5 said during that meeting with you and Kenny  
6 and Terry?

7 A. I mean, I was just shocked. I  
8 couldn't believe it because I felt that I  
9 hadn't done anything.

10 Q. Can you tell me everything that  
11 you said during that meeting?

12 A. I mean, I'm in a state of shock.  
13 And I told Kenny I said, you know, you're  
14 wrong. If you was going to fire anyone for  
15 using a coupon, you should fire the whole  
16 store.

17 Q. Did you tell him anything else?

18 A. Because they was very much aware  
19 of the coupon use. I mean, if for whatever  
20 reason the bar codes wouldn't scan, they  
21 would come out there with their Social  
22 Security number and swipe it for the  
23 reduction.

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1           Q.    So at that point it was  
2   authorized, is that right, when the  
3   management approved it?

4           A.    Yeah.

5           Q.    Okay.

6           A.    Whether it scanned or not, they  
7   could come out there and approve it.

8           Q.    That was done by somebody in  
9   management, correct?

10          A.    Yeah, yeah. They knew. Terry, I  
11   mean, he used coupons.

12          Q.    Anything else that you recall  
13   that was said during that meeting?

14          A.    Not to my recollection, I don't.  
15   I just told him that he was going to get  
16   what was coming to him.

17          Q.    Did you at any point tell Terry  
18   and Kenny that it was BS and you could get  
19   a job selling anywhere?

20          A.    Well, I told -- I told Terry that  
21   when I was sitting in there talking to him.

22          Q.    At the first meeting?

23          A.    Yeah. At that point, I was

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1 really upset. I sure did. And Byron Mason  
2 brought me my -- I called to the floor  
3 after Terry terminated me for somebody to  
4 bring me my purse. And Byron Mason brought  
5 it. So when I walked out of Terry's  
6 office, he was standing behind the wall and  
7 he asked me what happened. And I told him,  
8 I'll just tell you this, be careful.

9 Q. Did you say anything else to  
10 Byron?

11 A. No.

12 Q. Did you have any other  
13 conversations with Byron after your  
14 termination?

15 A. Well, I mean, I was invited to a  
16 little going away thing for one of the  
17 other associates that worked there. One of  
18 the older ladies, but we didn't discuss  
19 what was going on with the case. But they  
20 did invite me.

21 Q. So no other conversations that  
22 you had with Byron since your termination?

23 A. No.

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1 Q. Any other conversations that  
2 you've had with Terry or Kenny since your  
3 termination?

4 A. No.

5 Q. What about John Lawry, any other  
6 conversations with him?

7 A. I seen him once and, you know, we  
8 just spoke and went on.

9 Q. Okay. Any conversations that  
10 you've had with anybody from Sears which it  
11 be a current employee or former employee  
12 regarding your termination?

13 A. Not to my knowledge.

14 Q. So you never spoke to Ms. Smith  
15 about it?

16 A. Well, in front of my attorney.

17 Q. Okay. Did you ever speak to  
18 Shannon Bryant about it?

19 A. In front of my attorney.

20 Q. Anyone else that you've spoken to  
21 about it?

22 A. That's it that I can remember.

23 Q. Okay. So you haven't had any

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1 conversations outside the presence of your  
2 attorney with anyone from Sears whether it  
3 be former employees or current employees  
4 regarding your termination or the use of  
5 coupons?

6 A. Not to my knowledge.

7 Q. Now, after you were terminated,  
8 did you ask Ms. Smith to take documents  
9 from Sears for you?

10 A. Yes.

11 Q. Okay. So you were --

12 A. I mean, if they would have  
13 allowed me to get my blue book, I would  
14 have had information in there that I did  
15 get to take home.

16 Q. But that was for company  
17 purposes, correct?

18 A. Yes.

19 Q. Okay. So you were asking Ms.  
20 Smith to take documents from Sears for  
21 personal reasons at that point, correct?

22 A. Well, so, I mean, we could show  
23 that other associates were doing the same

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1       thing that they claim that we did.

2           Q.     Okay.   But that's for personal  
3    reasons, correct?

4           A.     Well, so we could bring them to  
5    our attorney.

6           Q.     But that's not work related,  
7    correct?

8           A.     Well, I wanted get them for my  
9    attorney.

10          Q.     And that's for personal reasons,  
11    right?

12          A.     I wasn't working there anymore.

13          Q.     Did you have an attorney at that  
14    point?

15          A.     I was going to get him.   We  
16    needed the evidence because I knew you guys  
17    wasn't going to produce any.

18          Q.     So but it was for preparation to  
19    file --

20          A.     Exactly.

21          Q.     -- a lawsuit and not related to  
22    Sears' sales associate business, correct?

23          A.     Just so that they'll know that we

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1 wasn't the only ones using this coupon.

2 Q. Now, have you given me all of  
3 those documents that you have obtained from  
4 Sears through Ms. Smith?

5 A. Yes.

6 Q. Okay. Now, you filed an EEOC  
7 charge, correct, after you were terminated?

8 A. Yes.

9 Q. Okay. And in that EEOC charge,  
10 you allege that Sears terminated you  
11 because of your race; is that right?

12 A. Yes.

13 Q. I'm going to mark Defense  
14 Exhibit 7.

15 (Defendant's Exhibit No. 7 was  
16 marked for identification.)

17 Q. Is this the EEOC charge that you  
18 filed against Sears?

19 A. That's it.

20 Q. Okay. And you're claiming that  
21 Sears terminated you but not others because  
22 of your race; is that right?

23 A. Uh-huh, I think so. Because if

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1       they had of went back to doing it the right  
2       way then they would've fired the store.

3           Q.     So the sole basis of your claim  
4       here is based on your termination; is that  
5       right?

6           A.     Pretty much, yeah.   Because it  
7       was only -- they only chose to fire two  
8       peoples when this was a practice all the  
9       associates in the department was doing it.

10          Q.     Now, were you aware that the EEOC  
11       dismissed your charge and found that it was  
12       unable to conclude that Sears had violated  
13       Title 7 and discriminated against you?

14          A.     Probably because the peoples they  
15       were talking to were still working there.  
16       They're not going to do nothing in your  
17       favor.

18          Q.     Did you receive that from the  
19       EEOC?

20          A.     I think so.

21          Q.     I'm marking as Defense Exhibit 8  
22       the dismissal and notice of rights to sue.  
23       (Defendant's Exhibit No. 8 was

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1 marked for identification.)

2 Q. And you see on the side where it  
3 has that X marked and it says the EEOC is  
4 closing the file on this charge for the  
5 following reasons?

6 A. Yeah, I see.

7 Q. And doesn't it say that based on  
8 its investigation the EEOC is unable to  
9 conclude that the information obtained  
10 establishes a violation of the statutes; is  
11 that right?

12 A. Uh-huh.

13 Q. Okay. Now, Ms. Willis, can you  
14 tell me every reason that you think that  
15 you were terminated because of your race?

16 A. Well, every reason.

17 Q. Every reason you believe that you  
18 were terminated because of your race.

19 A. Because I was outspoken. There  
20 was a lot of things that Mr. Reese was  
21 doing that was not right. I called the  
22 ethics line about the scheduling. He  
23 brought Carolyn Landers in which is a white

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1 female. And he started working her the  
2 hours that we worked. And during the time  
3 that I worked there out of the whole ten  
4 years, it has always been where the part  
5 timers work around the full-timer's  
6 schedule. But he changed all that. And  
7 when she started, it was just black females  
8 there anyway.

9 Q. And those black females -- so  
10 Sears had black females in that department;  
11 is that right?

12 A. Yes.

13 Q. Only?

14 A. I think Stephanie Darby, she was  
15 over there.

16 Q. So it had three black people and  
17 one white person?

18 A. Yeah. And it wasn't just us  
19 four. The rest of them was white, there  
20 was only three black females.

21 Q. Okay. So you're telling me every  
22 reason you think you were terminated  
23 because of your race?

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1           A.    Just truly, the way he went about  
2    doing things.

3           Q.    And one was because you said you  
4    were you outspoken. One was you think you  
5    were terminated because of your race  
6    because you called the ethics line --

7           A.    Yeah.

8           Q.    -- about the scheduling?

9           A.    Yeah.

10          Q.    And what else, he hired Carolyn  
11        Landers who happened to be white and there  
12        were only or mostly black females working  
13        there?

14          A.    And he started working us  
15        flexible hours. And, I mean, just the way  
16        he just -- I mean, he would speak -- he  
17        would speak to the white associates and  
18        you're standing right there. He would call  
19        me off the floor to come to his office to  
20        tell me he wanted me to call Lowe's to find  
21        out about their delivery charge. Once I  
22        find it out to come back to his office.  
23        I'm a commission salesperson. I should be

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1 on the floor at all times.

2 Q. Okay. Any other reason that you  
3 think you were terminated because of your  
4 race besides what you've named?

5 A. Well, that's all I can think of  
6 now.

7 Q. Do you know who made the decision  
8 to terminate you?

9 A. Well, Kenny Reese was the one  
10 that told me that I was terminated. But I  
11 think they would have to go through  
12 associate service center. But then that's  
13 going to be based on what Kenny Reese told  
14 them.

15 Q. But do you know who made the  
16 decision?

17 A. I really don't.

18 Q. But Kenny Reese informed you of  
19 the decision?

20 A. He's the store manager so he  
21 would have --

22 Q. But he informed you of the  
23 decision, right?

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1           A.    Right.

2           Q.    Okay.  But you don't know who  
3    actually had input into the decision,  
4    correct?

5           A.    No.

6           Q.    Did Kenny Reese ever tell you  
7    that Sears was terminating you because of  
8    your race?

9           A.    No, he wouldn't tell me that.

10          Q.    Okay.  Did Terry ever tell you  
11    that you were being terminated because of  
12    your race?

13          A.    He wouldn't tell me that either.

14          Q.    Okay.  In fact, he told you the  
15    reason you were terminated was because of  
16    the misuse of the service coupon, correct?

17          A.    That's what they said.

18          Q.    Okay.  And it's because you were  
19    giving it to customers who weren't eligible  
20    to receive it; is that right?

21          A.    That's what that allowed to  
22    happen at that store.  They were very much  
23    aware of who was doing what at that store

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1 because they were doing it themselves.

2 Q. Did Reese ever say anything  
3 derogatory to you based on your race?

4 A. Well, he didn't even talk to me.

5 Q. So he never said anything, you  
6 never heard him make any derogatory remarks  
7 about African Americans or anything?

8 A. Never heard him.

9 Q. What about Terry Gandy?

10 A. Never heard it.

11 Q. Did he ever make any derogatory  
12 remarks?

13 A. I never heard him. But, you  
14 know, they -- I don't know what they did.  
15 I just never heard them.

16 Q. Okay. Now, you said management  
17 was aware of what was going on. Tell me  
18 what you mean by that.

19 A. I have stood there and watched  
20 Terry Gandy purchase merchandise. And the  
21 associate go in the drawer, scan that  
22 coupon and he at no time said one word. I  
23 have been standing there when --

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1 Q. Okay. Let's start with Terry.

2 Okay. When was this, do you know?

3 A. I don't keep up with dates.

4 Q. Okay. Do you know who the  
5 associate was, who the sales associate was?

6 A. Denise Smith and he purchased a  
7 television, high definition.

8 Q. Gandy purchased a television?

9 A. For his friend.

10 Q. Okay. Do you know what coupon  
11 she used, Ms. Smith used?

12 A. I think it was a \$30 coupon. I  
13 think it was \$30 because the guy that he  
14 purchased it for, I stood there and talked  
15 to him.

16 Q. So the coupon she used was a \$30  
17 coupon?

18 A. Uh-huh.

19 Q. Do you know if Terry was eligible  
20 to receive this coupon?

21 A. Well, he didn't give it her, she  
22 got it out of that drawer. But he didn't  
23 say anything either.

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1           Q.     Do you know if by the terms of  
2     coupon he was eligible to receive it?

3           A.     Well, I wasn't ringing the sale.  
4     I'm telling you I seen this associate use  
5     the coupon. I don't know.

6           Q.     So you don't know what the terms  
7     of the coupon was or if Terry was, in fact,  
8     eligible to receive it, correct?

9           A.     He didn't bring it in.

10          Q.     I understand that. But was he  
11     eligible to receive it?

12          A.     He didn't bring it in.

13          Q.     Do you know what the coupon said?

14          A.     I seen her get that coupon out of  
15     the drawer.

16          Q.     I understand that. But my  
17     question is: Do you know what the coupon  
18     said?

19          A.     I don't know what it said, no.

20          Q.     Okay. Because you said before --

21          A.     He didn't bring it in.

22          Q.     -- Ms. Willis, that you didn't  
23     read coupons, correct?

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1 A. But he didn't bring it in.

2 Q. Okay. Do you know what the terms  
3 of the coupon was that Ms. Smith used?

4 A. Uh-uh. Why would I be over there  
5 reading it?

6 Q. Okay. Do you know if he was  
7 eligible to receive it?

8 A. Evidently, he was. It went on  
9 there and he didn't say anything. But I  
10 know that she got it out of the drawer. He  
11 didn't bring it in.

12 Q. But you don't know if he was  
13 eligible to receive it or not?

14 A. Uh-uh.

15 Q. Okay. Now, any other instance  
16 where you say that management was aware of  
17 this?

18 A. Yeah.

19 Q. That was one, tell me another  
20 one.

21 A. Kenny Reese purchased a \$1,500  
22 refrigerator for \$299.

23 Q. Okay. Who was the sales

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1 associate on that one?

2 A. It was myself.

3 Q. Yourself, okay.

4 A. And out of the ten years I worked  
5 for the company, I've never seen any  
6 manager, any management SGM purchase a  
7 side-by-side refrigerator that cheap,  
8 never.

9 Q. Okay. Now, did you use any  
10 coupons in that sale?

11 A. No. Cheap as it was, he didn't  
12 have to. You can't buy a top mount  
13 refrigerator for \$299.

14 Q. Okay. Now, any other instance  
15 where you claim that management was aware  
16 that the service coupon or other coupons  
17 were being given out when they weren't  
18 supposed to?

19 A. All of them was aware of it.

20 Q. Well, give me a specific instance  
21 of how you know they were aware of it.

22 A. Because you would have to if for  
23 whatever reason it wouldn't scan, you would

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1 have to page for one to come to the floor  
2 to okay it. And they will come and swipe  
3 their card so that the sale would go  
4 through.

5 Q. So at that point management  
6 approved the use of the coupon, correct?

7 A. Yeah, yeah.

8 Q. So at that point the discount is  
9 authorized because it's been approved by  
10 management, correct?

11 A. Well, I mean, if what you're  
12 saying -- if we're using coupons and if it  
13 wouldn't scan and we're using them  
14 illegally, then why would they come out  
15 there and okay it?

16 Q. But you had asked management --  
17 you would call management and tell them  
18 it's not scanning, correct?

19 A. Uh-huh.

20 Q. And they would come out and have  
21 the option at that point to approve it or  
22 not, correct?

23 A. Right. But they would approve